



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CTITQ0087 1

EFFECTIVE BEGIN DATE: 03-01-2007
EXPIRATION DATE: 02-29-2012
PAGE: 1 of 4

BUYER : ASHLEY SUPER
ashley.super@iowa.gov
515-281-7073

FOB

PAYMENT TERMS (%): DAYS:

VENDOR:

Praxis Technology Group
2775 NW 86th St

Urbandale, IA 50322
USA

VENDOR CONTACT:

STEPHEN ADAMSON

PHONE: 515-327-5581 EXT:

EMAIL: darcy@praxistechgroup.com

VENDOR #: 41206650200

DESCRIPTION OF ITEMS CONTRACTED

CONSULTING, IT

SEE ATTACHED DOCUMENTS

Contract to furnish IT consulting and staff augmentation pursuant to the specifications, terms and conditions of sealed bid #BD80200S102 on file with the Department Of Administrative Services, GSE Purchasing Division, Hoover Building, Level A, Des Moines, Iowa 50319-0105.

For complete instructions on how to use this contract, see the attached file regarding rules or contact The Department of Administrative Services, General Services Enterprise.

This contract is for all nine ITQ service categories except # 7.

Contact:

Nancy Califf

ph: 515-471-1720

Fax: 800-866-4550

ncaliff@praxistechgroup.com

PCQT# _____

Rating: 8.67

RENEWAL PERIODS

FROM 03-01-2012 TO 02-28-2014

FROM 03-01-2014 TO 02-29-2016

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

SUB Political Sub-divisions

TOTAL \$0.00

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		91829	\$0.000000
			Computer Software Consulting	\$0.000000



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

Confidentiality

Each party may have access to confidential information of the other party to the extent necessary to carry out their responsibilities under the Agreement and Software License Agreement. Such confidential information shall, at all times, remain the property of the party disclosing the confidential information. Each party shall preserve the confidentiality of the confidential information disclosed or furnished by the other party, and shall maintain procedures for safeguarding such confidential information. Each party shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement.

Works Made for Hire

All information, reports, studies, flow charts, diagrams, and other tangible and intangible material of any nature, whatsoever, produced by the vendor for delivery to the State during the course of this engagement and all copies of any of the foregoing shall be the sole and exclusive property of the State, and all such material and all copies shall be deemed "works made for hire" of which the State shall be deemed the author.

To the extent that the materials are not deemed "works made for hire", the vendor hereby irrevocably grants, assigns, transfers, and sets over to the State all legal and equitable right, title, and interest of any kind, nature or description in and to the materials and the vendor shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in this Agreement.

Vendor's Property

Notwithstanding provisions of "works made for hire", the vendor shall own all of its pre-existing methods, techniques, and processes, including software and documentation, that it brings to this engagement and shall own all enhancements to these methods, techniques and processes, including software and documentation, that are developed during the course of this engagement ("Vendor's Property") and (b) the vendor shall have the right to retain copies of all materials referred to in "works made for hire" in its files evidencing its services for the Information Technology Enterprise. The vendor agrees to grant the State/ITE a royalty-free, nonexclusive, nontransferable license to use, duplicate and disclose the Vendor's Property for the purposes contemplated by this Agreement.

Official Response to Iowa Department of General Services

Invitation to Qualify for Information Technology Consulting Services and IT Staff Augmentations

*ITQ # BD80200S102 Version 1.0
Issued June 8, 2001*



Date: March 30, 2005

Prepared for Iowa Department of General Services by Praxis Technology Group, LLC
1500 NW 118th Street
Clive, IA 50325
Primary Contact: Nancy Califf
Phone: (515) 991-8444
Email: ncaliff@praxistechgroup.com

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Cover Letter

March 30, 2005

Ms. Ashley Super
Purchasing Agent III and Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level A
Des Moines, IA 50319-0104

Dear Ms. Super:

Please accept our application for the Invitation to Qualify for Information Technology Service Providers. We sincerely thank you for the opportunity and your consideration.

Praxis Technology Group assists great organizations in developing and deploying progressive technology solutions. Our strategic services range from initial planning stage to execution, including: enterprise architecture, strategic planning, transformation plans, methodologies, data warehousing, web enablement, enterprise program management, staff augmentation, and more. Our client list includes Wells Fargo Home Mortgage and Financial, USXpress, GMAC, Wachovia, Principal Financial Group, ARAG Insurance, Nissan, Ann Taylor and SunTrust, just to name a few.

In addition, our deep well of top-notch consultants enables Praxis to engage quickly, resulting in projects finished on time and within budget while surpassing client expectations.

Praxis Technology Group understands the requirements of the Iowa Department of Administration Services Invitation to Qualify for Information Technology Service Provider #BD80200S102, Version 1.0, and Amendments One and Two. Praxis is fully qualified to provide services in the categories for which we are applying.

Thank you again for the opportunity to apply. We look forward to hearing from you soon.

Sincerely,

Nancy Califf
Account Manager

Non-Collusion Statement (ITQ Exhibit A)

NON-COLLUSION AFFIDAVIT

I, the undersigned, am the person responsible for the preparation of and cost data contained in this response submitted to the STATE in response to this ITQ and certify that:

Cost data has been arrived at independently and without consultation with any other party.

No information regarding this response content has been disclosed to any other party that may be or may potentially be responding to the ITQ with a response.

No attempt has been made to induce or to refrain any other party in responding to this ITQ or to influence the content of their response.

This response and subsequent proposal(s) submitted by my firm to RFPs referring to this ITQ is made / will be made in good faith and not pursuant to any discussions / agreement with any other party.

My firm and its affiliates, subsidiaries, officers, directors and employees are not currently under investigation or been convicted for any act prohibited by federal law involving conspiracy or collusion with respect to bidding on public ITQ and related POs, except as follows:

I understand that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the STATE of the true facts relating to the response submission for this ITQ.

Name: **Stephen Adamson**, Position: **Managing Partner**

SIGNATURE: _____ Date: _____

Representing COMPANY NAME: **Praxis Technology Group**

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY _____ OF 20 _____.

NOTARY PUBLIC _____ My commission expires: _____

Part 4 Qualification Requirements

Mandatory Agreement Questionnaire (ITQ Exhibit C)

This section consists of a series of questions that must be answered to the affirmative prior to proceeding with development of your response. It confirms your understanding of and agreement to our requirements for submitting a response. Negative responses will disqualify you. Please insert a copy of your answers inside each of your responses.

- a) Do you agree that the contents of your proposal(s) will become part of any resulting ITQ and related POs and can not be held confidential? YES X NO
- b) Do you agree to submit one original of your proposal, together with two (2) copies and a electronic soft copy on diskette? YES X NO
- c) Will you include at least three (3) client references and agree you must attain acceptable scores from references for each service category you are attempting to qualify for? YES X NO
- d) Do you agree that you must maintain an acceptable rating by each agency you do work for in order to remain pre-qualified for each service category? YES X NO
- e) Do you agree to abide by agency specific requirements as outlined in section 1-25? YES X NO
- f) Do you agree that your response will remain valid for at least 120 business days and duration of ITQ and related POs? YES X NO
- g) Are you a TSB or do you currently have or have had a contracting role in three (3) projects for each of the categories you are attempting to qualify for? YES X NO
- h) Do you agree that if the STATE finds any part of your response to be false, you will be placed on temporary suspension from doing business with the STATE? YES X NO
- i) Do you accept the requirements stated in sections 1-19 and 1-21? YES X NO
- j) Will you provide all documents of proof of insurance as required by this ITQ and any related POs? YES X NO
- k) Are you aware that the STATE will conduct any and all background checks it deems necessary? YES X NO

COMPLETED BY _____

Lobbying Certification (ITQ Exhibit B)

LOBBYING CERTIFICATION FORM

FOR ITQ AND RELATED POSS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of her or his knowledge and belief, that

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract or agreement, or the making of any federal grant, loan, or co-operative agreement.

If any funds other than federal appropriated funds have been paid to any person for influencing or attempting to influence the making of federal contracts or federal grants, loans, co-operative agreements, the undersigned will submit full disclosure of lobbying activities showing all details and supporting documents.

The undersigned will require any or all subcontractors to submit a separate lobbying certification and disclosure accordingly.

SIGNATURE: _____ TITLE: Managing Partner

COMPANY NAME: Praxis Technology Group, LLC DATE: _____

Scope of Work

“For each major category group that you wish to pre-qualify for, you should name specific consulting services below and their per hour costs in your cost statement. You may name other services with prior approval but define them similarly.”

Praxis Technology Group, LLC is submitting this response to ITQ BD80200S102 V. 1.0 in an attempt to qualify for the following categories:

Project Development:

- 1) **Strategy / Vision / Consulting**
- 2) **Project Management**
- 3) **Design/Planning**
- 4) **Developing**
- 5) **Testing**
- 6) **Implementation**

Staff Augmentation:

- 8) **On-Going Support**
- 9) **Administration**

Client References



Company: US Xpress

Contact: Mike Westerman (CIO)

Tel: (800) 251-6291

Address: 4080 Jenkins Road
Chattanooga, TN 37421

Email: mwesterman@usxpress.com

Dates: March 2004 to Present

Project: IT Strategy Plan

Products: Microsoft Office, Visio

Services Description: Praxis was engaged to create a comprehensive IT Strategic Plan to carry US Xpress as a leader in the trucking industry into the next 3 to 5 years.

Following our systematic approach to IT Strategic Planning, our consultants interviewed executives and assessed current business strategies and goals. A comprehensive set of IT strategies were created and are currently being implemented that supports the future growth of the business.



Company: Wells Fargo Home Mortgage

Contact: Brad Goedken (Development manager) Now with Bank of America

Tel: 704-386-5000

Address: Bank of America

800 W. Trade St

NC1-025-05-01

Gateway Village

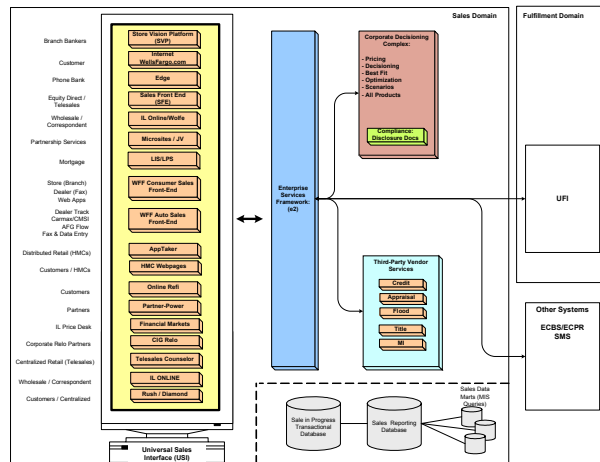
Charlotte, NC 28255

Dates: January 2003 to Present

Project: Sales Roadmap

Products: IBM WSAD, Rational Toolset, Ant, JUnit, Microsoft Office, Visio, Oracle

Services Description: Praxis was engaged by Wells Fargo to assist in the creation of one technology platform for three businesses (Mortgage, Financial and Home Equity).



Our consultants developed the details of a new architecture that was called the Universal Sales Interface which was a combination of portal technology and a Services-Oriented Architecture. Our developers were involved in the system design and software development as well as transferring that knowledge to Wells Fargo employees. Our testers created test plans and performed system testing.



Company: GMAC Commercial Mortgage

Contact: Niraj Patel (EVP and CIO)

Tel: 215-328-3759

Address: 200 Witmer Road
Horsham, PA 19044

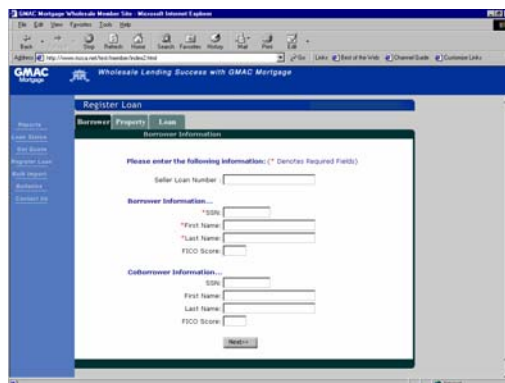
Email: niraj_patel@gmaccm.com

Dates: June 2000 to March 2001

Project: Correspondent Lending Website

Products: WebLogic, WebSphere, Erwin, Oracle

Services Description: GMAC wanted to build a new business unit through the deployment of a state-of-the-art eBusiness offering.



Led by our staff, we co-developed a website that became recognized as the industry leading eBusiness solution. Today it produces over 80% of GMAC's business and was recently awarded the best website in the industry.



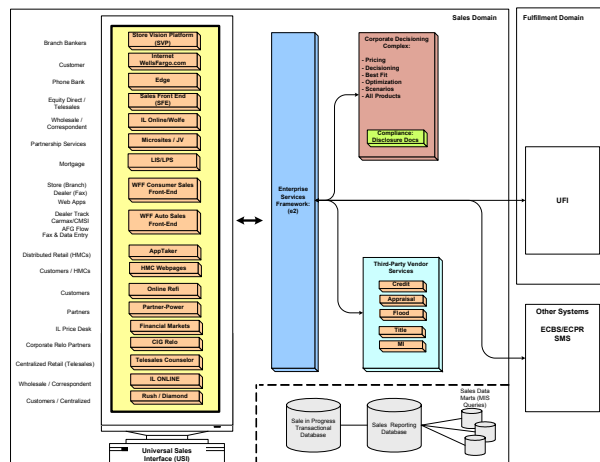
Company: Wells Fargo Home Mortgage
Contact: Pranava Doctor (Chief Architect)
Tel: 515-213-4271
Address: 1 Home Campus
Des Moines, IA 50328
Email: pranava.doctor@wellsfargo.com

Dates: January 2003 to Present

Project: Sales Roadmap

Products: IBM WSAD, Rational Toolset, Ant, JUnit, Microsoft Office, Visio, Oracle

Services Description: Praxis was engaged by Wells Fargo to assist in the creation of one technology platform for three businesses (Mortgage, Financial and Home Equity).



Our consultants developed the details of a new architecture that was called the Universal Sales Interface which was a combination of portal technology and a Services-Oriented Architecture. Our developers were involved in the system design and software development as well as transferring that knowledge to Wells Fargo employees. Our testers created test plans and performed system testing.

Professional / Technical Personnel Questionnaire

(SUBMIT ANSWERS FOR EACH SERVICE CATEGORY YOU SEEK TO QUALIFY FOR)

1. How do you intend to provide the resources required by this ITQ?

Project Related

If the engagement is project related, Praxis will approach the engagement using an iterative methodology similar to RUP. A team from Praxis will be set up to initially scope out the project and determine probable risk factors. This team will include the account manager, project manager and a technical lead/architect. After talking to key stakeholders at the STATE and initially assessing the project, the team will create a project assessment document. This document contains staffing requirements, time constraints, architecture decisions and a risk profile.

This will go through a series of reviews within Praxis to ensure completeness before being reviewed with the STATE. If selected, this document will then be converted to design documents and a complete project plan including key milestones and deliverables.

Staffing Related

If the requirement is staffing related, the account manager will work with the STATE to identify the key requirements for the position. The account manager will work with our recruiting team to identify the candidates who are available and would be the best fit for the requirements. The account manager will then review the candidates with the STATE and coordinate interviews.

2. Identify the SP contract administrator and describe the functions that person will perform.

SP Contract Administrator: Nancy Califf
Account Manager
515-991-8444

Backup Administrator: Steve Adamson
Managing Partner

The Contract Administrator's duties will encompass supervising the execution of all phases (proposal through close-out) of the contracting cycle for contracts, work orders and addendums; interacting with other STATE management staff and technical staff members in direct support of contracting needs, and indirectly in support of internal and external inquiries and audits, as well as implementation of procedures and policies. This position is also responsible for the coordination, review and negotiation of statements-of-work and the review of new business opportunities to assist in making informal bid/no-bid decisions. Praxis contract administration serves to manage client and Praxis deliverable expectations and act as a liaison for scope and budget changes should they occur.

3. **Describe how you plan on providing additional personnel if it becomes necessary to properly staff projects.**

Praxis has an extensive network of IT personnel that can be utilized to find additional resources. In addition, Praxis has a strong recruiting organization that locates, screens, selects, and places top talent from around the world.

4. **Describe your company's ability to uniquely address problems and issues related to the service category.**

Strategy/Vision/Consulting

The management consultant team at Praxis has a stellar list of strategic engagements second to none. Some of the engagements include:

- **Nissan** – Assisted in creating the strategy for development of U.S market.
- **UPS** – Designed architecture for enterprise package tracking system.
- **GMAC** – Assisted in the planning and creation of a new business unit based on an e-commerce platform.
- **Wells Fargo Home Mortgage** – Led the cross company team to create a unified technology platform, lowering costs and increasing time to market.
- **US Xpress Enterprises** – Created a system architecture that allowed for the planned explosive growth in the business while keeping overhead to a minimum.

Project Management

Praxis has had much success in the Project Management arena. Our breadth of project management experience covers the field – from initial planning and proposal phases to a market-ready product. In addition, we also have saved floundering, money-pit projects and turned them into products.

Our most valuable asset in project management is our ability to identify and place the best fitting staff member in this critical position – a technically sound, people-oriented individual who is able to identify the details, positively shepherd a multitude of personalities and talents, evangelize to executive-levels and deploy within budget and on time.

Design/Planning

Praxis architects and developers approach design and planning from a variety of directions, with commonality in the use of the Unified Modeling Language (UML). Engagements are almost exclusively governed by UML and the practice of Object Oriented Analysis and Design.

Typically, the Praxis design and planning process produces several types of documents (artifacts) which may include:

- Use Case Diagram
- Deployment Diagram
- Activity Diagram
- Class Diagrams
- State Diagram
- Sequence Diagram
- Collaboration Diagrams

Developing

Praxis development teams continuously exceed expectations and deliver projects of superior quality due to our people and training.

Our recruiting organization is constantly challenged with scouring the world to recruit the best talent and bring them to Iowa. Each developer is put through a tough series of interviews and tests before they are offered a position.

Praxis also continues to make a significant ongoing investment in training team members. This takes several forms including formal training, technology library and computer lab. Team members are encouraged to pursue their own projects in the lab in order to learn about the newest emerging technologies.

Testing

Praxis Technology Group approaches quality assurance with the set objective of determining that the performance of the application meets or exceeds the design specifications. Praxis testing philosophies have earned the firm exclusivity status for quality assurance on several major projects.

Typically, testing is conducted during the development cycle, with a cumulative system testing effort performed at the end of the completed project. Typically, the architect or project manager assigns testing phase responsibilities at the beginning of each cycle. Praxis developers are individually held accountable for unit testing their assigned code before its introduction into the testing environment. It is at the end of the cycle that the architect and the testing resources coordinate the quality and performance objectives of the application before beginning the next cycle.

Implementation

Project implementation is handled with as much focus and care for detail as with all other aspects of the project. By utilizing an iterative methodology like RUP, clients are constantly aware of the progress of the project and know what the project looks like before it is in production. This is accomplished in coordination with a project manager through a constant series of reviews and feedback that helps keep the team on track.

During implementation, a coordinator is assigned who works closely with the client to ensure all the pieces are in place for a successful launch. This includes coordinating documentation, training, equipment, interfaces, source code and timing to minimize impact.

On-Going Support – Help Desk Support, On-Site Support, On-Call Support

Praxis retains a highly competent and experienced staff for help desk, on-site and on-call support. We understand how critically important up-time is for this area -- both network and telephone. Again, we are confident that we have the staff available to meet the needs of most web-based CRM software.

Specifically, Praxis has worked in the areas of workflow management, telephone support, training, troubleshooting, programming (planned and on-the-fly) and system testing. And we are also able to identify and complete due diligence on untested CRM software applications and upgrades.

We are fully aware that access to on-going support is imperative to any organization and can mean the difference between a happy customer, a customer who will need to take time to complain somewhere up the chain, or one who will never call again.

Administration

Praxis consultants have provided administration services for companies of all sizes. These services have included network, database and legacy application administration. Our consultants have also created single sign-on authentication and authorization systems for a company's infrastructure.

5. Describe your company's practices in adopting client policies and methods.

By default, Praxis utilizes a development methodology based on the Rational Unified Process (RUP). Historically, Praxis consultants have also proven adept at utilizing client-driven methodologies that have varied from RUP-derived methodologies.

For the following questions indicate in each area the extent of knowledge and training your company would be able to offer and whether your company would be able to provide performance with or without guidance, or could teach others.

6. List each type / brand of operating system/ communication system you are experienced with in each category below and make comments.

- a) **Mainframes:** Praxis has extensive experience with integrating new technologies with mainframes. Currently, our consultants are currently creating web services that encapsulate functionality on a mainframe legacy system.
- b) **Midrange / Minicomputer:** Praxis has worked with several clients on extending the functionality of their AS/400 systems as well as extracting corporate data from those systems into a data warehouse.

- c) **Client / Server / Distributed Systems:** Praxis consultants have designed, built, tested and deployed numerous distributed systems. In addition, Praxis consultants have created custom built n-tier applications that utilize a client tier, middle tier and a back-end tier consisting of web services and databases.
- d) **Desktop:** Praxis has experience with Windows (all flavors), Linux, Solaris & Mac and has successfully created cross-platform software that runs on each.
- e) **LAN:** Praxis consultants have a strong working knowledge of networking environments from planning to implementation to security.
- f) **Languages and DBMS:**

Languages – Praxis has several Centers Of Excellence (COE) focused around different languages. These COE's provide a way for our consultants and our clients to access the latest knowledge about their respective language and keep current on where it is headed. The current active COE's include: Java, C/C++, VB (.Net), and SQL.

DBMS – Praxis has extensive experience in working with relational databases from small workgroup-sized databases to large multi-terabyte enterprise databases. Our consultants have direct experience with:

- Oracle
- Sybase
- SQL Server
- DB2
- DB400
- MySQL
- Informix

7. Describe your products / experience with Databases.

- a) **Administration:** Praxis consultants have experience in all areas of database administration including:
 - Backup & Recovery
 - Creating and following standards
 - Creating stored procedures and triggers
 - Data warehousing
 - ETL tools
 - Installation
 - Logical data modeling
 - Physical design
 - Security administration
 - SQL performance tuning

b) **Application Development tools:** Praxis consultants have a wide range of expertise in virtually all of the major development tools on the market today. A sampling of those tools includes:

- Bugzilla
- Dreamweaver
- Eclipse
- Erwin
- IBM Websphere Studio Application Developer (WSAD)
- Source code tools (CVS, SourceSafe, etc.)
- Visual Studio
- XML Spy

c) **End-user tools:** Our consultants have a thorough working knowledge of common business end-user tools including:

- Microsoft Office
- Crystal Reports
- Visio
- Adobe Photoshop
- Front Page

d) **Structure and methodologies:** Praxis has been involved in numerous projects using various client methodologies.

Iterative - All of our consultants have experience with iterative methodologies like the Rational Unified Process (RUP) and Extreme Programming. Our project managers and analysts are able to assist clients in selecting the correct artifacts for a given project as well as provide training if required.

Waterfall – Our consultants are also very familiar with waterfall-based methodologies as well as many others within the realm of similar applications.

e) **Other** None

8. **What general software applications have you experience in?** Praxis has experience in the following software applications:

- Eclipse
- Erwin
- IBM WebSphere family
- IIS
- LoadRunner
- MQ
- Rational Rose
- Toad
- Tomcat
- Visual Basic
- Visual Studio
- WebLogic
- WinRunner

9. **Please describe any experience and deployed solutions in each of the following specific technologies below.**

- **Help Desk Solutions / Technologies** – Praxis utilizes several software packages for providing help desk support for its products and can assist clients in designing and implementing a custom solution for their own help desk.
- **Data Development** – Praxis performs data development a variety of ways depending on the methodology utilized by the client. Typically this process occurs during a design phase and is constantly updated throughout the life cycle of the project.
- **Data Analysis** – Praxis consultants have been heavily involved in the various steps involved in data analysis and are very experienced with the creation of logical data models and data dictionaries.
- **Data Modeling** – Our consultants have been involved in both the logical design of the database and in translating the logical design to a physical design. We have utilized several different tools for this including Erwin, Oracle Designer and DB Designer.
- **Facilitating and Consulting** – Praxis consultants have provided facilitation and consulting services in numerous areas. We have provided high-level strategy consulting for numerous businesses including Wells Fargo Home Mortgage, SunTrust and USXpress.
- **Photogrametry and Remote Sensing** – None
- **Data Collection and Clean Up Mapping** – Praxis has several experiences where we have been involved with the collecting of data and clean up activities, most notably around implementing a data warehouse. We have performed the extract, transform and load (ETL) processes on several disparate data sources.

- **GIS / ESRI Software / Mapinfo** – Praxis has combined GIS information with historical data to provide geographic specific tracking of performance.
- **Electronic Commerce / EDI** – Our consultants have worked on a project for a client where data feeds from 22,000 unique taxing authorities, all in different formats, and transformed them efficiently into a common format that could be used by the system.
- **Document Management** – Praxis has extensive experience with managing a corporation's electronic assets through several consulting engagements. Praxis has also developed a custom software package called Team Library which provides document management services.

Team Library - Provides an enterprise document management solution that enables your people/systems to create, share, archive and version content in a secure, collaborative environment. Content includes everything from documents to faxes, email to images, video to audio and much more.

- **Telecommunications Wide Area Network** – None
- **Biometrics** – None
- **Wireless Networking** – Praxis has set up several secured wireless network for clients and has deployed software to wireless enabled devices.
- **IT Staffing** – Praxis has provided staffing assistance to multiple companies from its talented pool of technical staff. Our recruiters also have a large network of third parties we can access if needed.
- **Graphic / Web Design** – Our consultants have worked on several custom designed web sites for clients. Our usability experts have a successful track record of transforming web sites that are not client friendly to ones that are. The technologies used have included JavaScript, Flash, JSP, ASP, HTML, XML, CSS and more.
- **Other** – None

Cost Data Format (ITQ Exhibit E)

Cost Data Sheet – Strategy/Vision/Consulting

<p>COST DATA SHEET for ITQ Number <u>BD80200S102</u> Revision 1.0</p> <p>FOR SERVICE CATEGORY: Strategy / Vision / Consulting</p> <p>COMPANY NAME: Praxis Technology Group Date 2/15/05</p>	
DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
<p>Architect Brings the ability to put together a “big picture” of a technical solution.</p>	\$150
<p>Subject Matter Expert Brings a deep expertise in a specific technology or business area.</p>	\$95
<p>Business Consultant/Analyst Brings the ability to analyze and recommend business process improvements and re-engineering.</p>	\$90
	.

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and If such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

Submit additional sheets as necessary. RATE PER HOUR is to be in US dollars and is firm for the duration of ITQ, except that changes to the rates per hour may be made upon approval by the STATE once every 12 months from date of the ITQ execution and no change will be allowed over 5% for each line item without justification. In such case, an addendum will be issued by the STATE.

Cost Data Sheet – Project Management**COST DATA SHEET for ITQ Number BD80200S102 Revision 1.0****FOR SERVICE CATEGORY: Project Management****COMPANY NAME: Praxis Technology Group Date 2/15/05**

DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Program Manager Manages multiple projects at once both related and unrelated in nature and scope	\$125
Project Manager Manages a specific project or aspect of a project on larger projects	\$120
Project Administrator Assists with the administration of the project management activities	\$75
Technical Writer A writer with skills in a specific technical arena and the ability to write technical information to be consumed by an end-user community	\$55

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Cost Data Sheet – Design/Planning

COST DATA SHEET for ITQ Number BD80200S102 Revision 1.0

FOR SERVICE CATEGORY: Design / Planning

COMPANY NAME: Praxis Technology Group Date 2/15/05

DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
<p>Architect/Technology Lead Responsible for the design and technical specification of a business solution or a specific aspect of a business solution on larger projects</p>	<p>\$150</p>

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and If such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

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Cost Data Sheet – Developing

COST DATA SHEET for ITQ Number BD80200S102 Revision 1.0

FOR SERVICE CATEGORY: Developing

COMPANY NAME: Praxis Technology Group Date 2/15/05

DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Developer Builds solution components based on technical specifications.	\$85
Sr. Developer Builds solution components based on technical specifications. Extensive experience	\$95
Jr. Developer Builds solution components based on technical specifications. Limited experience	\$75
Engineer Builds infrastructure solutions based on technical specifications	\$85
Sr. Engineer Builds infrastructure solutions based on technical specifications. Extensive experience	\$95
Jr. Engineer Builds infrastructure solutions based on technical specifications. Limited experience	\$75
Emerging/Niche Technology Builds solutions based on technical specifications using emerging or niche technologies	\$95
Sr. Emerging/Niche Technology Builds solutions based on technical specifications using emerging or niche technologies. Extensive experience	\$115
Jr. Emerging/Niche Technology Builds solutions based on technical specifications using emerging or niche technologies. Limited experience	\$85

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and If such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

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Cost Data Sheet – Testing

<p>COST DATA SHEET for ITQ Number <u>BD80200S102</u> Revision 1.0</p> <p>FOR SERVICE CATEGORY: Testing</p> <p>COMPANY NAME: Praxis Technology Group Date 2/15/05</p>	
DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
<p>Test Planning Analyzes business requirements and technical specifications to determine and build a test plan.</p>	\$75
<p>Quality Assurance Builds and executes test scripts based on a test plan. Tracks and coordinates issue resolution.</p>	\$65

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and If such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

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Cost Data Sheet – Implementation

<p>COST DATA SHEET for ITQ Number <u>BD80200S102</u> Revision 1.0</p> <p>FOR SERVICE CATEGORY: Implementation</p> <p>COMPANY NAME: Praxis Technology Group Date 2/15/05</p>	
DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
<p>Implementation Planning Analyzes business requirements, technical specifications and end-user community requirements to determine and build an implementation plan</p>	<p>\$100</p>

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and If such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

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Cost Data Sheet – Ongoing Support

COST DATA SHEET for ITQ Number BD80200S102 Revision 1.0

FOR SERVICE CATEGORY: Ongoing Support

COMPANY NAME: Praxis Technology Group Date 2/15/05

DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Help Desk Support Provide required technical support via phone	\$55
On-Site Support Provide required technical support working at the customer's site	\$75
On-Call Support Provide required technical support on an as needed basis, normally associated with a service level agreement	\$75

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and If such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

Submit additional sheets as necessary. RATE PER HOUR is to be in US dollars and is firm for the duration of ITQ, except that changes to the rates per hour may be made upon approval by the STATE once every 12 months from date of the ITQ execution and no change will be allowed over 5% for each line item without justification. In such case, an addendum will be issued by the STATE.

Cost Data Sheet – Administration**COST DATA SHEET for ITQ Number BD80200S102 Revision 1.0****FOR SERVICE CATEGORY: Administration****COMPANY NAME: Praxis Technology Group Date 2/15/05**

DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Database Perform database administration activities on the selected database	\$100
LAN/WAN Perform local-area network and wide-area network administration activities on the selected network operating system.	\$75
Operating System Perform operating system administration activities on the selected operating system.	\$75
Web Perform administration activities related to web infrastructure components, such as web server, application servers, search engines, etc	\$100
Messaging Perform administration activities on the selected messaging platform.	\$95
Security Perform administration activities relating to security, auditing, and enforcement	\$115
Emerging/Niche Technology Perform administration activities on technologies which are emerging or unique to the organization	\$115

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and If such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

Submit additional sheets as necessary. RATE PER HOUR is to be in US dollars and is firm for the duration of ITQ, except that changes to the rates per hour may be made upon approval by the STATE once every 12 months from date of the ITQ execution and no change will be allowed over 5% for each line item without justification. In such case, an addendum will be issued by the STATE.

Required Signature Page (ITQ Exhibit F)

I / we as undersigned agree to the terms and conditions of the aforementioned ITQ #BD80200S102 and if our response is accepted, to furnish any and all services upon which cost data has been submitted. Any material misstatement in our response shall be treated as fraudulent concealment from the STATE of the facts relating to this ITQ.

Name of Entity / Person Submitting Proposal: **Praxis Technology Group, LLC % Nancy Califf**

Mailing address: **1500 NW 118th Street, Clive, IA 50325**

Phone: **515-991-8444** Fax: **800-866-4550** Email: **ncaliff@praxistechgroup.com**

☐ If Individual: SIGNATURE: _____ Date: _____

Social Security Number: _____

☐ If Partnership: Names -type written: _____ / _____

Social Security Numbers: _____ / _____

SIGNATURES of PARTNERS: _____ Date: _____

_____ Date: _____

☒ If Corporation: Corp ID# **41-2066502** State: **Iowa**

SIGNATURE: _____ Date: _____

Name and Title -type written: **Stephen Adamson, Managing Partner**

I / we consent to service of process by certified or register mail addressed to our designated legal agent as required by Part 2-13-i of the Terms and Conditions of the ITQ. I / we appoint

_____ at _____ as our agent to receive service of process.

WITNESS SIGNATURE: _____ Title: _____ Date: _____

The STATE of Iowa, acting through the undersigned officer(s), hereby accepts the foregoing response to the ITQ and pre-approves the SP named for agency requests for proposals using this agreement. This acceptance and the SP's response for the above referenced ITQ and related POs, including the terms and conditions of the ITQ constitute a binding contract between the STATE and the SP.

CT _____ Vendor ID# _____ ☐ CONDITIONAL TSB

Evaluation Committee Chairperson _____ Date: _____

DGS Purchasing Div. Administrator: _____ Date: _____

Purchasing Agent / Issuing Officer : _____ Date : _____

Rates Per Hour and Periodic Changes

State hourly rates in US dollars. Changes to the cost data may be made upon approval by the STATE once every 12 months from date of ITQ approval. You may update your cost data sheet for any category by addendum, upon our acceptance. Acceptance will be based upon a review of how the new cost data fits into the range of all cost data from all other SPs on file for that category at the time. Changes of more than five percent (5%) must be justified with specific reasons.

Response: Praxis Technology Group's rates are all stated in US Dollar amounts. Praxis Technology Group understands that changes to the cost data may be made upon approval of the STATE once every 12 months from the ITQ approval date. With the STATE'S acceptance, Praxis Technology Group will update cost data sheets by addendum.

Expenses

The STATE will not reimburse SPs for operating expenses such as car rentals, air fare, meals, lodging, copies, postage, etc. Your operating costs must be incorporated in your hourly rates or the quoted price for each deliverable and the total project. A request to increase the PO amount must be reasonably related to a modification in the requirements statement and documented through a modification to the project or staff augmentation purchase order. Except for good cause, the STATE will not approve a modification to the requirements statement after the fact.

Response: Praxis Technology Group agrees that our hourly rates or the quoted price for each deliverable and the total project will include our operating costs.

Use of Cost Data

Use of your cost data will be as follows:

- a) Serve as a "not to exceed" rate for staff augmentation assignments.
- b) Benchmarking against other SPs for value analysis when considering proposal responses for projects.
- c) Negotiating cost increases or decreases related to project requirements statement modification.

Response: Praxis Technology Group acknowledges that our cost data will be used in accordance with the STATE'S policy outlined in section 4-5-4 of ITQ B80200S102 V. 1.0.

Additional Section to Part 4

The following paragraphs are added to Part 4 of the original ITQ, version 1.0, as its own 'new' section identified as 4-6:

ITQ New section:

"4-6: SP's BACKGROUND / FINANCIAL QUESTIONNAIRE:

For each of the following statements or questions, prospective Vendors shall provide complete, concise, and accurate information. Failure to provide the information in the form requested or inaccurate or misleading information or answers may result in rejection of the proposal from evaluation. Please restate the section number and the question asked immediately preceding the response. Do not include advertising or marketing materials. SPs need only submit one copy of the requested information below to the IO and it does not need to be electronic. A copy of an Annual Report to Stockholders will suffice as answers if the SP is a corporation with it's stock publicly traded.

- 1. Identify each State in which the business operations or dealings of the (corporate or other type of entity) are subject to charter, registration, certification, licensure or regulation.**

Response: Praxis Technology Group has operations in, or has dealings that are subject to charter, registration, certification, licensure, or regulation in the states of Iowa, Minnesota, Missouri, Tennessee, Pennsylvania, and Kansas.

- A) For each such State identified, state whether the business entity has been disciplined, admonished, warned, had its license, registration, charter, certification or any similar authorization to do business suspended or revoked for any reason (collectively "disciplined").**

Response: Praxis Technology Group has *never* been disciplined, admonished, warned, had its license, registration, charter, certification or any similar authorization to do business suspended or revoked for any reason (collectively "disciplined") in *any* state.

- B) If the business entity, its officers, agents or employees have been disciplined or disciplinary actions are pending in any State in which the business dealings of the entity are subject to regulation, identify the name of the regulatory agency with authority to discipline.**

Response: Praxis Technology Group's business entity, its officers, agents or employees have *not* been disciplined nor are disciplinary actions pending in any State in which the business dealings of the entity

are subject to regulation.

In addition:

(1) Identify the docket number and any and all other identifying captions or information;

Response: N/A

(2) Provide a clear and concise statement of all allegations against the business entity, its officers, agents and/or employees;

Response: N/A

(3) Provide a clear and concise statement of the manner in which the proceeding was resolved;

Response: N/A

(4) State the sanction, if any, which was imposed (or is currently pending) against the business entity, its officers, agents or employees.

Response: N/A

2. In addition to the proceedings listed above (if any), are there any other pending administrative, criminal or civil proceedings against the business entity, its officers, agents or employees which relate directly or indirectly to the conduct of the business?

Response: Praxis Technology Group has *no* other pending administrative, criminal or civil proceedings against the business entity, its officers, agents or employees which relate directly or indirectly to the conduct of the business.

If so,

A) Identify the docket number and any and all other identifying captions or information;

Response: N/A

B) Provide a clear and concise statement of all allegations against the business entity, its officers, agents and/or employees;

Response: N/A

- C) Accurately summarize any and all orders which have been entered in the matter;**

Response: N/A

- D) State the sanction(s), penalties, fines, damages and/or injunctive relief, if any, to which the business entity, its officers, agents and/or employees may be subject in the event of a finding against the business entity, its officers, agents and/or employees.**

Response: N/A

- 3. Within the past three (3) years, has the prospective Vendor been sued by any person or entity for damages and/or injunctive relief in any state or federal court with respect to the prospective Vendor's collection practices in which the person or entity brought the primary action against the Vendor? (For purposes of responding to this question, do not include actions in which the Vendor initiated the primary action against a person or entity to recover monies, and the person or entity counterclaim against the Vendor asserting a claim based on statutory or common law unfair collection practices, unless such action resulted in a finding, judgment or settlement against the Vendor).**

Response: Within the past three (3) years, Praxis Technology Group has ***not*** been sued by any person or entity for damages and/or injunctive relief in any state or federal court with respect to Praxis Technology Group's practices in which the person or entity brought the primary action against Praxis Technology Group.

If so, for each such matter,

- A) Identify the docket number and any and all other identifying captions or information;**

Response: N/A

- B) Provide a clear and concise statement of all Plaintiff's allegations against the business entity, its officers, agents and/or employees; further provide a clear and concise statement describing any counterclaims or cross claims which were or have been asserted by the prospective Vendor or by another defendant against the prospective**

Vendor;

Response: N/A

- C) Accurately summarize any and all orders which have been entered in the matter;**

Response: N/A

- D) If the matter is currently pending, state the relief sought by the Plaintiff(s) in the matter. If the matter was settled or was litigated to conclusion, state the amount of damages, if any, as well as the terms and conditions of the settlement, or the relief granted and the amount of any damages awarded and the terms and conditions of any judgment entered in the matter.**

Response: N/A

- E) If any matter listed above is pending on appeal, identify the court to which the matter has been appealed, and state clearly and concisely the legal issues which form the basis for the appeal. If the appeal has been concluded, state clearly and concisely the judgment rendered on appeal.**

Response: N/A

- 4. Within the past three (3) years, has the prospective Vendor entered into a settlement agreement, consent decree, or confession of judgment in lieu of litigation (or further litigation) with respect to the prospective Vendor's practices?**

Response: Within the past three (3) years, Praxis Technology Group has *not* entered into a settlement agreement, consent decree, or confession of judgment in lieu of litigation (or further litigation) with respect to Praxis Technology Group's practices.

If so, for each such matter,

- A) Identify the names and addresses and other identifying information of the parties to the settlement;**

Response: N/A

- B) Provide a clear and concise statement of all allegations against the business entity, its officers, agents and/or employees;**

Response: N/A

- C) Accurately summarize the content of the settlement agreement, consent decree or confession of judgment to which the parties agreed (and/or to which a court of competent jurisdiction approved);**

Response: N/A

- D) If the matter is currently pending, state the relief sought by the other party(ies) in the matter.**

Response: N/A

- 5. Within the past three (3) years, Praxis Technology Group, LLC has had have any complaints been filed or lodged against the business entity, its officers, agents or employees with the Attorney General of any state, the Better Business Bureau of any state, the Consumer Affairs' Office (or similar nomenclature) of any state, the Federal Trade Commission or any other federal agency which relate directly or indirectly to the conduct of the business?**

Response: Within the past three (3) years, *no* complaints have been filed or lodged against Praxis Technology Group's business entity, its officers, agents or employees with the Attorney General of any state, the Better Business Bureau of any state, the Consumer Affairs' Office (or similar nomenclature) of any state, the Federal Trade Commission or any other federal agency which relate directly or indirectly to the conduct of the business.

If so,

- A) Identify the docket number and any and all other identifying captions or information;**

Response: N/A

- B) Provide a clear and concise statement of all allegations against the business entity, its officers, agents and/or employees;**

Response: N/A

- C) Accurately summarize any and all orders which have been or were entered in the matter;**

Response: N/A

D) State the sanction(s), penalties, fines, damages and/or injunctive relief, if any, to which the business entity, its officers, agents and/or employees have been or may be subject in the event of a finding against the business entity, its officers, agents and/or employees.

Response: N/A

6. Within the past five (5) years, state whether or not the business entity has filed a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to affect a plan or other arrangement with creditors.

Response: Within the past five (5) years, Praxis Technology Group has *not* filed a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to affect a plan or other arrangement with creditors.

If so, explain the circumstances and the outcome of any such filing in detail.

Response: N/A

7. Within the past five (5) years, state whether or not the business entity has been the subject of a filing for involuntary bankruptcy.

Response: Within the past five (5) years, Praxis Technology Group has *not* been the subject of a filing for involuntary bankruptcy.

If so, explain the circumstances and the outcome of any such filing in detail.

Response: N/A

8. Within the past five (5) years, state whether or not the business entity has been notified that it is in default of its obligations under any contract. If so, provide a clear and concise statement of the reasons alleged to have occasioned the default and further state the manner in which the matter was resolved. If the matter is not yet resolved, state the issues that prevent resolution.

Response: Within the past five (5) years, Praxis Technology Group has *not* been notified that it is in default of its obligations under any contract.

If so, provide a clear and concise statement of the reasons alleged to have occasioned the default and further state the manner in which the matter was resolved. If the matter is not yet resolved, state the issues that prevent resolution.

Response: N/A

- 9. Within the past five (5) years, state whether or not a contract has been terminated for non-performance or for any reason other than the natural expiration of the term of the contract. If so, provide a clear and concise statement of the reasons which occasioned the termination, and further provide the name(s), address(es), telephone and fax numbers of the key personnel in the organization which terminated its contract with you.**

Response: Within the past five (5) years, Praxis Technology Group has ***not*** had a contract that has been terminated for non-performance or for any reason other than the natural expiration of the term of the contract.

10. Financial Information:

- A) Each prospective Vendor shall provide its most recent audited financial statement or other information sufficient for the State to evaluate the financial condition of the prospective Vendor to insure that the Vendor has the capability to fulfill its obligations under the contract. A Dun and Bradstreet Report or similar well known credit report will suffice.

Praxis Technology Group

Profit & Loss

Accrual Basis

January through December 2004

Jan - Dec 04

Income

6000 · Consulting Revenue 4,596,244.44

6200 · Interest income 178.36

6300 · Office Lease Revenue 1,350.00

Total Income 4,597,772.80

Expense

6455 · Miscellaneous 139.98

6500 · Depreciation expense 48,491.00

6560 · Payroll Expenses 2,218.18

7000 · Salaries & Wages 1,269,010.15

7005 · 401(k) match 9,550.25

7010 · Payroll processing fees 8,376.63

7040 · Commissions Expense 746.58

7100 · Advertising 3,935.91

7110 · Recruiting 26,455.30

7120 · Automobile Expenses 390.33

7125 · Auto lease 19,650.96

7210 · Bank Service Charges 397.86

7220 · Business Gifts 3,376.37

7330 · Consulting Expense 1,144,178.18

7331 · Consulting - Adamson Tech. 438,450.00

7332 · Consulting - Ski Financial 438,450.00

7333 · Consulting - Brumby, Inc. 365,350.00

7335 · Management fees 48,751.00

7350 · Computer Supplies 1,430.10

7355 · Miscellaneous supplies 1,162.45

7410 · Dues, Books, & Subscriptions 2,507.58

7510 · Meals & Entertainment 26,333.73

7520 · Education 465.00

7530 · Employee meals 2,416.76

7540 · Employee gifts 4,177.05

7700 · Insurance 16,174.00

7730 · Insurance -- Group Health 160,360.76

7750 · Internet Access 9,319.60
7800 · Legal & Accounting 43,707.50
7811 · H1Visa Processing Costs 5,600.00
8010 · Office Supplies 12,061.45
8020 · Outside Contractors 4,712.00
8110 · Postage 524.86
8120 · Printing 289.80
8200 · Rent - Equipment 3,975.03
8210 · Rent -- Office 65,898.88
8215 · Rent -- Apartment 29,855.10
8400 · Taxes -- FICA Employer 622,657.64
8500 · Telephone 13,189.22
8510 · Travel 16,052.19
8515 · Parking 926.00
8520 · Lodging 11,631.50
8525 · Rental car 445.24
8550 · Seminars 3,080.57
Total Expense 4,886,872.69
Net Income -289,099.89

- B) Prospective Vendors may request that their financial statements and other financial information be kept confidential by the State. Prospective Vendors are required to provide only one copy of the audited financial statement.**

Response: Praxis Technology Group requests that their financial statements and other financial information be kept confidential by the STATE.

- C) Provide the name, address, telephone and fax numbers for one financial reference who can provide information relative to your financial responsibility.**

**Response: Dick Ten Braak
Eastman and Company, LLP
12245 Stratford Drive
Clive, IA 50325
Phone :(515) 453-9541 Fax :(515) 453-9547**

References Release (ITQ Amendment One Section 3.3.5)

“Each prospective Vendor shall submit a signed release with its response to the RFP which permits representatives of the State to contact the prospective Vendor’s references and other persons or entities for whom the prospective Vendor performs and has performed services.”

Praxis Technology Group releases with our response to the RFP, representatives of the STATE, permitting them to contact references and other persons or entities for whom we perform and have performed services.

Authorized Signature:_____

Date:_____

END OF AMENDMENT #1 TO ITQ, BD80200S102, VERSION 1.0

(Signature of Acceptance Page Follows)

Acceptance of Amendment One

Acceptance of Amendment #1 to ITQ BD80200S102, version 1.0

Note: The same person who signed the original response to the ITQ must also sign below to accept this amendment to the ITQ.

I, **Stephen Adamson, Managing Partner** and officer for **Praxis Technology Group, LLC**
(name and title) (company name)

Hereby accept and agree to Amendment No. 1 to the ITQ, BD80200S102, version 1.0 and agree to provide the additional requested information in the amendment.

Signature: _____ Date: _____

Signature for the State: _____ Date: _____

Upon signing, the aforementioned amendment is immediately incorporated into the ITQ and service provider's response to the ITQ.

Submit One (1) originally signed copy (per Amendment Two to ITQ BD80200S102 V 1.0) to:

Ms. Ashley Super, Purchasing Agent III
Iowa Department of General Services (DGS)
Hoover STATE Office Building - Level A
Des Moines, IA 50319-0105

Mark envelope with: "ITQ Amendment #1 Acceptance"

If the amendment as presented is unacceptable, please advise the State of your rejection of the amendment in writing with reasons to the IO as above or by E-mail:

Ashley.Super@dgs.STATE.ia.us.

A. Vendor Application Form

Vendor Application
Department of Administrative Services
General Services Enterprise – Purchasing
HOOVER BUILDING, LEVEL A
DES MOINES, IOWA 50319-0105

1. Legal Business Name: Praxis Technology Group Yrs. In Business: 3
(For remittance of warrants/payments)

Line 1: 1500 NW 118th
(Street)

Line 2: _____

Clive

(City)

Polk

(County)

Iowa

(State)

50325

(Zip)

Address if different than listed above:

2. Alternate (DBA) Address:

Legal(DBA)Name: _____ DBA ☐

Line1 _____

Line 2 _____

City/State/Zip _____

3. Purchase Order/Bid Mailing Address:

Business Name: _____

Line 1 _____

Line 2 _____

City/State/Zip _____

4. Federal Identification Number (FEIN) and/or Social Security Number or EIN#, if applicable:

EIN#: 41-2066502

SSN#: _____

5. Type of organization: Corporation ☒ Partnership ☐ Individual ☐ Sole Proprietorship ☐ Foreign ☐

6. If corporation, indicate in which state: Iowa Date incorporated? 11/7/2002
(Record additional corporation and/or company data on reverse side)

7. Does any state of Iowa employee hold an office as Principal, Director, Partner, or hold any remunerative position in this company? YES ☐ (List names, positions & agencies on reverse side) NO ☒

8. Indicate on the attached commodity list, the classes of equipment, supplies, material and/or services on which you desire to bid/sell:

9. Specific brand names of items handled: N/A (Please attach separate list)

10. Type of business (Check more than one if applicable):

A. Manufacturer or producer	_____	E. Service Establishment	<u>√</u>
B. Dealer with inventory stock	_____	F. Professionally Licensed	_____
C. Construction concern	_____	G. Foreign	_____
D. Distributor	_____	H. Other (Define)	_____

11. Type of operation (Check more than one if applicable):

A. Is your firm located in Iowa? Yes

B. Are you a single management concern (not a branch or subsidiary of another firm)? Yes

C. Gross receipts/sales last year: \$5,000,000

D. Number of employees: Company-wide 35 in Iowa 30

E. Are you a minority- or disadvantaged-owned concern, at least 51 percent owned, controlled and actively managed by one or more minorities or, if a publicly-owned concern, at least 51 percent of the stock owned by one or more minorities? No

F. Are you a woman-owned concern, at least 51 percent owned, controlled and actively managed by one or more women or, if a publicly-owned concern, at least 51 percent of the stock owned by one or more women? No

G. If you are a Targeted Small Business (TSB), are you currently certified with the Iowa Department of Inspections and Appeals? No

12. Company Contact Person(s):

NAME	Official Position	Telephone Number
<u>Stephen Adamson</u>	<u>Managing Partner</u>	<u>(515) 327 - 5581</u>
<u>William Adamowski</u>	<u>Partner</u>	<u>(515) 327 - 5590</u>
_____	_____	<u>() - </u>

13. Bank Reference: First Bank

Address: 1630 22nd St. West Des Moines, IA 50266

14. The undersigned certifies that the information contained herein is correct. I understand that misrepresentation may be cause for removal from the qualified vendor list and any other penalties allowed by law. Further I affirm that the undersigned company's employment practices do not discriminate because of age, race, creed, color, sex, national origin, religion, or disability.

Firm Praxis Technology Group

Signed _____

Print Name: Stephen Adamson

Title: Managing Partner

Business number: (515) 327 - 5581

Toll free number: (____) _____ - _____ Date: 03/21/05

FAX number: (800) 866 - 4550

E-mail Address: steve@praxistechgroup.com

B. Federal Form W9

Form W-9 (Rev. January 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give form to the requester. Do not send to the IRS.		
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Praxis Technology Group, LLC.				
	Business name, if different from above				
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other		Exempt from backup withholding <input type="checkbox"/>		
	Address (number, street, and apt. or suite no.) 1500 NW 118th St.	Requester's name and address (optional)			
	City, state, and ZIP code Clive, IA 50325				
List account number(s) here (optional)					
<table border="1" style="width: 100%;"> <tr> <td style="width: 20%;">Part I</td> <td>Taxpayer Identification Number (TIN)</td> </tr> </table>				Part I	Taxpayer Identification Number (TIN)
Part I	Taxpayer Identification Number (TIN)				

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number – 412066502

Part II	Certification
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Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person	Date
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